

AMENDMENT No. 2 TO AGREEMENT  
FOR CONSULTATION AND OTHER SERVICES

RAG

This Amendment is entered into this 28 day of June, 2006 by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Central Pacific Engineering, Inc. (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an Agreement for professional Engineering services for Sports Center Underwater Pool Lighting project. (Project No. 8163), on May 17, 2005; and

WHEREAS, the parties entered into an agreement amendment on November 15, 2006, to allow CONSULTANT to provide additional professional engineering design services for Sports Center Swimming Pools project 8180.

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering design services for Sports Center Swimming Pools project 8180 and The Sports Center underwater Pool Lighting Project 8163.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

2. Section 1, entitled "Services" is amended by adding Exhibit "A-2", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add Exhibit "B-2", which is attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibit "B-2" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A-2" shall be \$3,555.00.

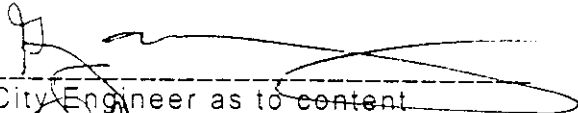
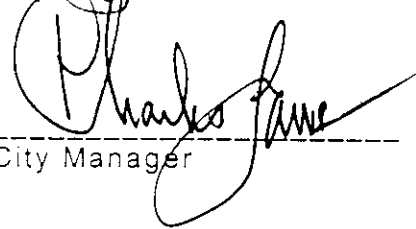
4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **May 17, 2005**, between **Central Pacific Engineering, Inc.** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

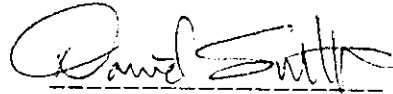
5. All other provisions of the Agreement shall remain in full force and effect.  
This Amendment is executed as of the date written above.

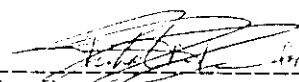
APPROVED BY:

CITY OF MILPITAS

CONSULTANT

  
\_\_\_\_\_  
City Engineer as to content  
  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_

  
\_\_\_\_\_  
City Attorney as to Form

ATTESTED BY:

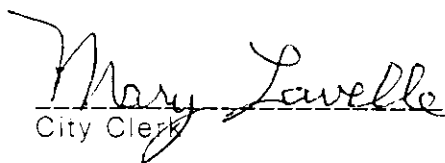
  
\_\_\_\_\_  
City Clerk

EXHIBIT A - 2  
SCOPE OF SERVICES

Project 8163 (Ground Resistance Testing): Preparation of layout of locations to be tested.  
Provide onsite assistance during ground resistance testing of Sports Center pools.  
Compile and analyze data collected and preparation of report for submittal to City.

Project 8180: Additional telephone consultations to provide review and recommendations  
for existing crack remediation in the Sports Center yard pool.

EXHIBIT B - 2

COMPENSATION SCHEDULE

Project 8163:	\$3,400.00
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Project 8180:	\$ 155.00
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Total	\$3,555.00
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